

Lincoln Police Department  
Thomas K. Casady, Chief of Police  
575 South 10th Street  
Lincoln, Nebraska 68508

402-441-7204  
fax: 402-441-8492



MAYOR CHRIS BEUTLER

lincoln.ne.gov

May 14, 2007

Mayor Beutler and City Council  
City of Lincoln  
City County Building  
Lincoln, NE

Mayor Beutler and Members of the City Council:

An investigation has been made regarding the application of The Garage, 5551 South 48<sup>th</sup> Street requesting a class I liquor license.

This location was previously known as Penalty Box Pub which held a class I liquor license

Patricia Westphal, owner has requested that she be approved as the manager of the liquor license.

Background information on the applicant is as follows:

Patricia Westphal was born in Beatrice, Nebraska. She attended Wilber High School graduating in 1969.

Mrs. Westphal has been self employed since 1995.

Stockholder information has been included for your review.

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police



A nationally accredited law enforcement agency



# APPLICATION FOR LIQUOR LICENSE

301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov/

## RECEIVED

JAN 22 2008

NEBRASKA LIQUOR COMMISSION  
CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES

CHECK DESIRED CLASS(S)

### RETAIL LICENSE(S)

- |                                     |   |   |         |
|-------------------------------------|---|---|---------|
| <input checked="" type="checkbox"/> | A | BEER, ON SALE ONLY                            | \$45.00 |
| <input type="checkbox"/>            | B | BEER, OFF SALE ONLY                           | \$45.00 |
| <input type="checkbox"/>            | C | BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE | \$45.00 |
| <input type="checkbox"/>            | D | BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY | \$45.00 |
| <input checked="" type="checkbox"/> | I | BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY  | \$45.00 |

Class K Catering license may be added to any of these classes with the filing of the appropriate form and fee of \$100.00

### MISCELLANEOUS

- |                          |   |                          |                        |                       |
|--------------------------|---|--------------------------|------------------------|-----------------------|
| <input type="checkbox"/> | L | Craft Brewery (Brew Pub) | \$295.00               | \$1,000 minimum bond  |
| <input type="checkbox"/> | O | Boat                     | \$ 95.00               |                       |
| <input type="checkbox"/> | V | Manufacturer             | \$ 45.00(+license fee) | \$10,000 minimum bond |
| <input type="checkbox"/> | W | Wholesale Beer           | \$545.00               | \$5,000 minimum bond  |
| <input type="checkbox"/> | X | Wholesale Liquor         | \$795.00               | \$5,000 minimum bond  |
| <input type="checkbox"/> | Y | Farm Winery              | \$295.00               | \$1,000 minimum bond  |
| <input type="checkbox"/> | Z | Micro Distillery         | \$295.00               | \$1,000 minimum bond  |

All Class C licenses expire October 31<sup>st</sup>

All other licenses expire April 30<sup>th</sup>

Catering expire same as underlying retail license

### TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | Individual License (requires insert form 1)       |
| <input type="checkbox"/>            | Partnership License (requires insert form 2)      |
| <input checked="" type="checkbox"/> | Corporate License (requires insert form 3a & 3c)  |
| <input type="checkbox"/>            | Limited Liability Company (requires form 3b & 3c) |

### NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(commission will call this person with any questions we may have on this application)

Name \_\_\_\_\_ Phone number: \_\_\_\_\_

Firm Name \_\_\_\_\_



**PREMISE INFORMATION**

Trade Name (doing business as) THE GARAGE Sports Bar / Grill INC.

Street Address #1 5551 So. 48th

Street Address #2 \_\_\_\_\_

City LINCOLN Ne. County LANCASTER Zip Code 68516

Premise Telephone number 402-423-2996

Is this location inside the city/village corporate limits: ☒ YES ☐ NO

Mail address (where you want receipt of mail from the commission)

Name THE GARAGE Sports Bar / Grill

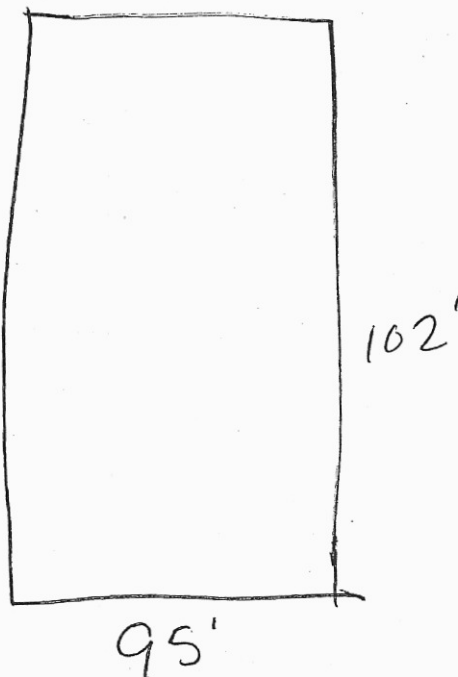
Street Address #1 5551 So. 48th

Street Address #2 \_\_\_\_\_

City LINCOLN Ne. County LANCASTER Zip Code 68516

**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations. No blue prints please. Be sure to indicate the direction north and number of floors of the building.



# APPLICANT INFORMATION

## 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

ASSAULT M. LINCOLN DE. 5-31-80 6-13-80 DISM BY CA. HEINZ WESTPHAL  
 DWI M. LINCOLN DE 3-17-88 DISPOSED 1-27-89 - 1yr PROBATION HEINZ WESTPHAL  
 M LINCOLN DE. CHARGED 1-15-87 DEPOSIT \$2000 BY STATE HEINZ WESTPHAL  
 3-22-87 - FINE \$10,00

2. Are you buying the business and/or assets of a licensee?

☒ YES ☐ NO

If yes, give name of business and license number

Pently Box Pub LLC I-64800

a) Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.

b) Include a list of alcohol being purchased, list the name brand, container size and how many?

3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?

☒ YES ☐ NO

If yes, attach temporary agency agreement form and signature card from the bank.

**This agreement is not effective until you receive your three (3) digit ID number from the Commission.**

4. Are you borrowing any money from any source to establish and/or operate the business?

☐ YES ☒ NO

If yes, list the lender

5. Will any person or entity other than applicant be entitled to a share of the profits of this business?

☐ YES ☒ NO

If yes, explain. All involved persons must be disclosed on application.

6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☐ YES ☒ NO

If yes, list such items and the owner.

7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?

☐ YES ☒ NO

If yes, explain.

No silent partners

8. Are you premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, list the name of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)

9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the individual(s) who will be authorized to write checks and/or withdrawals on accounts at the institution.

Cattle National

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

NONE

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations. Patricia Westphal 60

13. List the training and/or experience (when and where) of the person lists in #12 above in connection with selling and/or serving alcoholic beverages.

1991-1993 Speakeasy 1989-91 Harvester + Fat Pt's

14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

☒ Lease: expiration date 1-28-11

☐ Deed

☐ Purchase Agreement

15. When do you intend to open for business? 1-28-08

16. What will be the main nature of business? bar & grill

17. What are the anticipated hours of operation? 11am 1 pm

18. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE

APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
<u>4820 So 57 Lincoln NE</u>	<u>94</u>	<u>01</u>	<u>Same</u>		
<u>8830 Oakmont Lincoln NE</u>	<u>01</u>	<u>Current</u>	<u>Same</u>		

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.

Signature of Applicant

*Patricia A Westphal*  
Signature of Applicant

Signature of Spouse

*Devin O. Westphal*  
Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

State of Nebraska

County of *Lancaster*

The foregoing instrument was acknowledged before me this *22* of *January* by

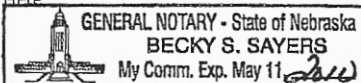
*Becky S. Sayers*  
Notary Public signature

County of *Lancaster*

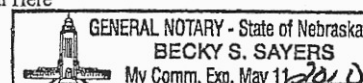
The foregoing instrument was acknowledged before me this *22* of *January* by

*Becky S. Sayers*  
Notary Public signature

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in compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

APPLICATION FOR LIQUOR LICENSE  
CORPORATION  
INSERT - FORM 3a

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

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NEBRASKA LIQUOR  
CONTROL COMMISSION

Officers, directors and stockholders holding over 25%, including spouses, are required to adhere to the following requirements

- 1) The president and stockholders holding over 25% and their spouse (if applicable) must submit their fingerprints (2 cards per person)
- 2) All officers, directors and stockholders holding over 25 % and their spouse (if applicable) must sign the signature page of the Application for License form (Even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (Articles must show barcode receipt by Secretary of States Office)

Name of Registered Agent: PATRICIA A. WESTPHAL

Name of Corporation that will hold license as listed on the Articles

THE GARAGE SPORTS BAR / GRILL, INC.

Corporation Address: 5551 S. 48TH

City: LINCOLN State: NE Zip Code: 68516

Corporation Phone Number: 402-423-2996 Fax Number: \_\_\_\_\_

Total Number of Corporation Shares Issued: 100

Name and notarized signature of president (Information of president must be listed on following page)

Last Name: WESTPHAL First Name: PATRICIA MI: A.

Home Address: 8830 OAKMONT DR. City: LINCOLN

State: NEBR Zip Code: 68526 Home Phone Number: 402-486-1170

Patricia A Westphal

Signature of president

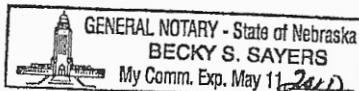
County of Lancaster

The foregoing instrument was acknowledged before me this 22nd of January 2008 by

Becky S. Sayers

Notary Public signature

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Signature of president



List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: Westphal First Name: PATRICIA MI: A.

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Pres. Number of Shares: 50

Spouse Full Name (indicate N/A if single): Heinz O. Westphal

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: Westphal First Name: Heinz MI: O

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Sec / TREASURER Number of Shares: 50

Spouse Full Name (indicate N/A if single): PATRICIA A. Westphal

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_



Is the applying Corporation controlled by another Corporation?

☐ YES

☒ NO

If yes, provide the name of corporation and supply an organizational chart

---

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: FEBRUARY 1, 2008 Ending Date: 12-31-08

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #.

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In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

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Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☐ MALE ☒ FEMALE

Last Name: WESTPHAL First Name: PATRICIA MI: A.

Home Address (include PO Box if applicable): 8830 OAKMONT DR.

City: LINCOLN State: NE Zip Code: 68526

Home Phone Number: 402-486-1170 Business Phone Number: 402-423-2996

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_ Place Of Birth: BEATRICE NE.

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☒ YES

☐ NO

Spouse's information

Spouses Last Name: WESTPHAL First Name: HEINZ MI: O.

Social Security Number: \_\_\_\_\_ Drivers License Number & State: NE.

Date Of Birth: \_\_\_\_\_ Place Of Birth: KAISER LAUTERN GERMANY

APPLICANT AND SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST 10 YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	TO	CITY & STATE	YEAR FROM	TO
8830 OAKMONT DR. LINCOLN, NE	01	Current	8830 OAKMONT DR. LINCOLN, NE	01	Current
4820 S. 57TH LINCOLN, NE	94	01	4820 S. 57TH LINCOLN, NE	94	01

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
8/95	Current	Westphal Motors Inc		402-474-9378
91-	93	Sprakeash Lounge	SHIRLEY GREEN	OUT OF BIZ

**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**

Corporate manager, including their spouse, are required to adhere to the following requirements

- 1) Must be a citizen of the United States ,
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of their certified birth certificate or INS papers -
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

**Corporation/LLC information**

Name of Corporation/LLC: THE GARAGE SPORTS BAR/GRILL INC.

**Premise information**

Premise License Number: \_\_\_\_\_

Premise Trade Name/DBA: The GARAGE Sports Bar & Grill

Premise Street Address: 5551 So. 48TH

City: LINCOLN State: NE Zip Code: 68516

Premise Phone Number: 402- 423-2996

The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.

Deim D. Westphal Sec/Treas.

**CORPORATE OFFICER SIGNATURE**  
(Faxed signatures are acceptable)

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. **If more than one party, please list charges by each individual's name.**

☒ YES

☐ NO

If yes, please explain below or attach a separate page.

M ASSAULT LINCOLN NE 5-31-80 6-13-80 DISM BY CA HEINZ O. WESTPHAL  
M DWI LINCOLN NE 3-17-88 <sup>DEPOSED</sup> 1-27-89 - 1 yr PROBATION HEINZ O. WESTPHAL  
LINCOLN NE. <sup>CITED</sup> 1-15-2007 3-22-2007 Deposit Spent on Street HEINZ O. WESTPHAL  
FINED \$10.00

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES**, list the name of the premise.

☐ YES

☒ NO

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

☒ YES

☐ NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the Nebraska State Patrol for \$38.00 per person)

☒ YES

☐ NO

## PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Patricia Westphal  
Signature of Manager Applicant

Clint D. Westphal  
Signature of Spouse

State of Nebraska

County of

Lancaster

County of

Lancaster

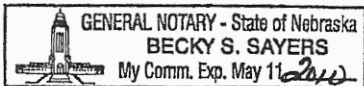
The foregoing instrument was acknowledged before me this 22 of January 2008 by

The foregoing instrument was acknowledged before me this 22 of January 2008 by

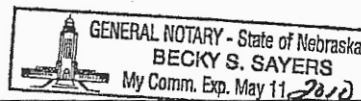
Becky S. Sayers  
Notary Public signature

Becky S. Sayers  
Notary Public signature

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TEMPORARY AGENCY AGREEMENT

ID#

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1. On \_\_\_\_\_, Seller and buyer entered into a contract for sale of the business known as \_\_\_\_\_, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business.

JAN 22 2008  
NEBRASKA LIQUOR  
CONTROL COMMISSION

2. Seller and buyer agree to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to Jan 28th 2008, the date of filing the application.

3. Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;

4. Buyer will at all times be the agent of the seller, but buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when buyer is acting as seller's agent; it is specifically understood that seller shall have no liability for the operation of the business during this period of time, and buyer agrees to indemnify and hold seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the seller and seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as seller's license is canceled;

5. At time of closing, certain funds will be held in escrow pending issuance of the license.

6. FINANCIAL INSTITUTION: NAME, ADDRESS, ACCOUNT NUMBER  
SEND COPY OF SIGNATURE CARD

7. All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the buyer shall receive no profits from the operation of the business until the liquor license has been issued to buyer, but shall have the right to direct the investment of profit funds by escrow agent.

8. This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

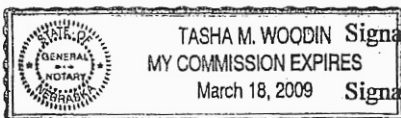
9. It is hereby understood that in the event the Commission denies this application, the temporary agency agreement is null and void the date of the order.

Signature of Seller

Signature of Seller

The above and forgoing agency agreement was acknowledged before me this 16th day of January, 2008 by Ronald Bartholomew

Notary signature and seal



TASHA M. WOODIN Signature of Buyer

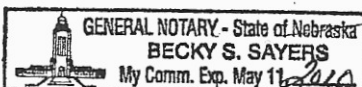
MY COMMISSION EXPIRES

March 18, 2009

Signature of Buyer

The above and forgoing agency agreement was acknowledged before me this 15 day of January, 2008 by

Notary signature and seal



GENERAL NOTARY - State of Nebraska

BECKY S. SAYERS

My Comm. Exp. May 11, 2010



The Cattle National Bank & Trust Co  
104 South 5th  
Seward, NE 68434

**OWNERSHIP OF ACCOUNT - PERSONAL (Select One and Initial):**

- ☐ Single-Party Account ☐ Trust-Separate Agreement  
☒ Multiple-Party Account  
☐ Other

**RIGHTS AT DEATH (Select One And Initial):**

- ☐ Single-Party Account  
☒ Multiple-Party Account With Right of Survivorship  
☐ Multiple-Party Account Without Right of Survivorship  
☐ Single-Party Account With Pay On Death  
☐ Multiple-Party Account With Right of Survivorship and Pay On Death

PAY-ON-DEATH BENEFICIARIES: To Add Pay-On-Death Beneficiaries Name One or More:

**OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE**

- ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP  
☐ CORPORATION: ☐ FOR PROFIT ☐ NOT FOR PROFIT  
☐ LIMITED LIABILITY COMPANY  
☐

BUSINESS:  
COUNTY & STATE  
OF ORGANIZATION:

AUTHORIZATION DATED:

DATE OPENED 01/16/08 BY JD

INITIAL DEPOSIT \$ 0.00

☐ CASH ☐ CHECK ☐

HOME TELEPHONE # (402) 486-1170

BUSINESS PHONE # (402) 474-9378

DRIVER'S LICENSE # NE

E-MAIL

EMPLOYER

MOTHER'S MAIDEN NAME

Name and address of someone who will always know your location:

**BACKUP WITHHOLDING CERTIFICATIONS**

TIN:

☒ **TAXPAYER I.D. NUMBER** - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

☐ **BACKUP WITHHOLDING** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **EXEMPT RECIPIENTS** - I am an exempt recipient under the Internal Revenue Service Regulations.

**SIGNATURE:** I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X \_\_\_\_\_  
(Date)

**ACCOUNT  
NUMBER**

**ACCOUNT OWNER(S) NAME & ADDRESS**

**THE GARAGE SPORTS BAR/GRILL, INC.**

**LIQUOR ESCROW**

**PATRICIA A WESTPHAL**

**HEINZ O WESTPHAL**

**RON BARTHOLOMEW**

**5551 SOUTH 48TH STREET**

**LINCOLN, NE 68516**

☒ NEW ☐ EXISTING

**TYPE OF  
ACCOUNT**

- ☒ CHECKING ☐ SAVINGS  
☐ MONEY MARKET ☐ CERTIFICATE OF DEPOSIT  
☐ NOW ☐

Account Name: **POSITIVELY FREE CHECKING ACC**

☐ This is a Temporary account agreement.

Number of signatures required for withdrawal 1

FACSIMILE SIGNATURE(S) ALLOWED? ☐ YES ☒ NO

[X]

**SIGNATURE(S)** - The undersigned agree to the terms stated on every page of this form and acknowledge receipt of a completed copy. The undersigned further authorize the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following disclosure(s):

- ☐ Deposit Account ☐ Funds Availability ☐ Truth in Savings  
☐ Electronic Fund Transfers ☐ Privacy ☐ Substitute Checks  
☐

(1): [X] Patricia A Westphal  
**PATRICIA A WESTPHAL - AGENT**

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

(2): [X] Heinz O Westphal  
**HEINZ O WESTPHAL - AGENT**

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

(3): [X] Ron Bartholomew  
**RON BARTHOLOMEW - AGENT**

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

(4): [X]

I.D. # \_\_\_\_\_ D.O.B. \_\_\_\_\_

**AGENCY (POWER OF ATTORNEY) DESIGNATION (Optional):** To Add Agency Designation To Account, Name One or More Agents:

**PATRICIA A WESTPHAL**

(Select One and Initial):

- ☒ Agency Designation Survives Disability or Incapacity of Parties  
☐ Agency Designation Terminates on Disability or Incapacity of Parties

RECEIVED

JAN 22 2008

LEASE AGREEMENT

NEBRASKA LIQUOR  
CONTROL COMMISSION

THIS LEASE AGREEMENT made and entered into this 18 day of Jan, 2008, by and between Hoppe-Hall, Inc., a Nebraska Corporation, hereinafter referred to as "Landlord", and Patricia A. Westphal and Heinz O. Westphal, D/B/A, The Garage Sports Bar and Grill, Inc., a Nebraska Corporation, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, LANDLORD OWNS BRIARHURST SHOPPING CENTER.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

I. PREMISES

Landlord for and in consideration of the rents hereinafter reserved, and the agreements herein contained, does hereby lease to Tenant the following described premises, including drives, parking area and the building upon a portion of the premises of the Briarhurst Shopping Center, 5551 South 48<sup>th</sup> Street, Lincoln, Nebraska, 68516, to wit:

Beginning at the Southeast corner of Outlot C, Briarhurst Addition to the City of Lincoln, Nebraska; thence West a distance of 142.85 feet along the South line of Outlot C; thence North a distance of 280 feet thence East a distance of 142.85 feet to a point on the East line of Outlot C; and thence South along the East line of Outlot C a distance of 280 feet to the point of beginning.

II. TERM

The Tenant shall have and hold said premises for a term of three (3) years beginning the earlier of the expiration of the present lease with Ron Bartholomew and Partners or its earlier termination and surrender of the premises.

III. RENT

Base Rent: The Tenant shall pay Landlord as minimum rent for the term:

(1) The fixed minimum rent shall be \$3,900.00 per month (46,800.00 annually) for the term of the lease.

(2) In addition to the fixed minimum base rent as set forth in (1) above, Tenant shall pay Landlord six and one half percent (6.5%) of Gross Sales in excess of the product of the fixed minimum base rent divided by six and one half percent (6.5%) which shall be known as the gross sales trigger amount within thirty (30) days after the end of each lease year of the term, Tenant shall

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provide Landlord with a report of the annual gross sales for the lease year to include all gross sales less deductions allowed thereto by this lease specifically itemized. With such report, Tenant shall pay all lease sums due the Landlord based upon percentage rent less the amounts for such lease year previously paid or credited to Tenant.

The base rent shall be payable in monthly installments due on the 1<sup>st</sup> of the month. There shall be a late fee of 10% of the amount due assessed upon any rent or other sums not paid when due. *5<sup>th</sup> pay H/W*

(3) Definition of Gross Sales.

The phrase "gross sales", as used in this lease, shall mean the dollar aggregate of:

(a) the entree amount of the price charged for all goods, wares, products and merchandise sold, leased, licensed or delivered, and all charges for all services sold or performed by tenant from all business conducted at, upon or from the leased premises by Tenant, whether made for cash, by check, on credit, charge accounts or otherwise, without reserve or deduction for inability or failure to collect the same, including, but not limited to, transactions:

(i) where the orders therefore originate at or are accepted by Tenant in the leased premises, but delivery or performance thereof is made from or at any other place; all sales made and orders received in or at the demised premises shall be deemed as made and completed herein, even though the payment of account may be transferred to another office for collection, and all orders which result from solicitation off the demised premises, but which are conducted by personnel operating from or reporting to or under the control or supervision of any employee of Tenant, shall be deemed part of gross sales;

(ii) pursuant to mail, telephone, telegraph or other similar orders received or billed at or from the demised premises;

(iii) by means of mechanical or other vending devices;

(iv) origination from whatever source, in which Tenant in the normal and customary course of Tenant's operations would credit or attribute the Tenant's business conducted in the demised premises; and,

(b) all monies or other things of value received by Tenant from Tenant's operation at, upon or from the demised premises which are neither included in nor excluded from gross sales by the other provisions of this definition, but without any duplication, including, without limitation, finance charges. Costs of credit should be treated as a sale for the full price in the month during which such charge or sale is made, irrespective of gross sales for uncollectable credit accounts. Each lease or rental of merchandise shall be treated as a sale during the month for which said lease or rental is made, for a price equal to the total rent payable,

(c) For the purpose of ascertaining the amount of gross sales upon which the payment and percentage rent is to be computed hereunder, the following may be deducted from gross sales:

(i) the exchange of merchandise between stores of Tenant or its subsidiaries where

such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has been at, upon or from the demised premises;

(ii) returns to shippers or manufacturers;

(iii) sales of trade fixtures after use thereof, which are not part of Tenant's stock and trade and not sold in the regular course of Tenant's business;

(iv) cash or credit refunds made upon transactions included within gross sales, but not exceeding the selling price of the merchandise returned by the purchaser and accepted by the Tenants;

(v) the amount of any local, county, state, or federal tax sales, luxury or excise tax on such sales provided such tax is or both added to the selling price (or absorbed therein) and paid to the tax authority by Tenant (but not by any vendor of Tenant) provided however, no franchise or capital stock tax and no income or similar tax based upon income, profits or gross sales as such, shall be deducted from gross sales in any event whatsoever.

For the purpose of this paragraph, the term "Tenant" shall be deemed to include any of tenants, subtenants or licensees.

#### IV. OPTION TO RENEW

So long as the Tenant has not been in default more than three (3) times in the previous lease and all terms of this lease have been performed as stated in said lease, Landlord gives the Tenant the option to renew this lease for one (1) additional term of three (3) years. Written notice of the exercise of said option shall be given by the Tenant to the Landlord, not less than six (6) months prior to the expiration of the basic term of this Lease Agreement.

The terms and conditions of this lease shall apply to the renewal term with the exception of the base rent, which shall be negotiated between the Landlord and the Tenant.

#### V. AUDIT

Landlord shall have the right, upon fifteen (15) days notice to Tenant to cause a complete audit of any or all statements of gross sales and records (including all supporting data and other records from which gross sales may be tested or determined) disclosed in any statement given to Landlord by Tenant and Tenant shall make all such records available for such examination at the office where such records are regularly maintained. Landlord shall have the right to copy and duplicate such information as Landlord may require. If any such audit discloses that the annual gross sales transacted by Tenant exceed those reported, then Tenant shall pay Landlord such additional percentage rent as may so be shown to be payable. The furnishing by Tenant of any false statement shall constitute a breach of this lease. If any audit shall be commenced by Landlord or there shall arise a difference or dispute concerning gross receipts, then in any such event, Tenant's books of accounts and records, (including all supporting data and any other records from which gross sales may be tested or determined) shall be preserved and retained by Tenant until a final resolution or final determination of such dispute or difference. If such audit establishes more base rent due to Landlord,

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Tenant shall pay Landlord the amount so found due within fifteen (15) days. In such event, Tenant shall pay the cost of such audit and cost which shall be deemed additional rent hereunder. If the results of such audit show an amount due to Tenant, the amount due Tenant shall be a credit upon the next monthly sum due from Tenant to Landlord, or if such audit shall occur after the termination of the lease, such amount due shall be paid to Tenant within fifteen (15) days of determination.

## **VI. SIGNS**

Tenant shall not place on any exterior door, wall or window of the premises any sign or advertising matter without first obtaining Landlord's written approval and consent. Tenant agrees to maintain such signs or advertising matter as approved by Landlord in good condition and repair. All signs shall comply with applicable ordinance or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant. Landlord may in its absolute discretion set reasonable rules regarding signs supplementing this provision but any such rules shall be uniformly applied to all tenants of the Center.

## **VII. SECURITY DEPOSIT**

Not Applicable.

## **VIII. TENANT'S USE**

The Tenant shall use and occupy the leased premises for the purpose of a bar and grill only. Tenant shall not use said premises for a purpose other than a bar and grill facility if such other use is prohibited by one of the other leases in the Briarhurst Shopping Center. The use of the leased premises for a purpose other than a bar and grill facility, either by Tenant or a subtenant of Tenant, shall be approved by Landlord, which approval may be arbitrarily withheld.

## **IX. TAXES**

The parties do further mutually agree that Tenant shall pay to Landlord in addition to the aforementioned minimum and percentage rental fees, all real estate taxes and assessments levied against Briarhurst Shopping Center which are attributable to the building occupied by Tenant, and to the area as outlined in Exhibit "A" or the values created by Tenant's occupancy. Tenant shall pay 25% of the assessed value of the land and 9.98% of the assessed value of the buildings as formulated by the Lancaster County Assessor. If the parties hereto are unable to agree as to the amount due Landlord under the provisions of this clause, the parties mutually agree that any such disagreement shall be resolved through arbitration.

## **X. PARKING AREA AND COMMON FACILITIES**

The use and occupancy by the Tenant of the demised premises shall include the use in common with others of parking areas, service roads, sidewalks, green space, and other common areas as may be designated by the Landlord from time to time. All common areas shall be under the

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exclusive control and management of Landlord but the space under awnings or canopies constructed upon the premises and sidewalks immediately adjacent to the building on the premises shall not be deemed common areas.

Landlord shall maintain the common areas but no interruption of the use of the common areas by reason of repairs, improvements, alteration or other causes shall be deemed to be an eviction or disturbance of the Tenant's use and occupancy of the leased premises nor render the Landlord liable for damages nor relieve the Tenant from any of the agreements herein set forth. For each year during the term of this lease agreement, the Tenant shall pay to the Landlord as additional rent, the expense of maintaining the common areas, included but not limited to, the operating, managing, equipping, lighting, replacing, and maintaining the common areas, specifically including landscaping and gardening, parking lot line painting, lighting, traffic control, if any, sanitary control (not otherwise directly paid by Tenant), removal of snow, trash, rubbish and garbage and other refuse (not otherwise paid by Tenant), liability insurance premiums for the common areas (not otherwise paid by Tenant), cost of all rentals of machinery or equipment in such maintenance, the cost of personnel to implement such services, withholding and Social Security taxes paid in respect of such personnel, depreciation of machinery and equipment reflecting the amount of use in such maintenance and fifteen percent (15%) of all of the foregoing costs to cover the administrative costs relative to the operation of said common areas. Tenant shall pay its proportionate share of such common area maintenance as additional rent. If such services are not separately provided to Tenant, Tenant shall pay as its share of the costs twenty five percent (25%) of the costs for such services for the entire Center together with the actual cost of any services separately provided or as otherwise set forth on an addendum hereto. Landlord may contract with one or more third persons for the performance of all or any portion of such maintenance, which contract shall be included in the cost of such maintenance.

Landlord may annually, or from time to time, estimate the common area maintenance for the premises for payment in monthly or quarterly installments as the Landlord determines. Tenant shall pay such estimated common area maintenance charges as additional rent monthly or quarterly as so charged. No less than annually, Landlord shall reconcile estimated common area maintenance charges to the actual cost therefore. Upon reconciliation, Landlord shall supply Tenant with a statement covering all costs and expenditures for common area maintenance and a determination of Tenant's proportionate share. In the event the amount paid by Tenant as estimated shall be less than its proportionate share the same shall be paid on the next due date of any installment payment of base rent, or in the alternative, any payment made by the Tenant in excess of its share, shall be credited to the next sums due from Tenant. Said statement may contain a determination by Landlord of the monthly sum to be paid by Tenant during the succeeding months of the next lease year, which shall thereafter be paid as additional rent.

The portion of such common area maintenance expenses to be paid by Tenant will be calculated by the Landlord in good faith to spread all of such expenses among the tenants benefited by such expenses as determined by Landlord and may be based on a ratio of the area of the premises to the total leasable area of the Center benefited by the maintenance.

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## XI. RULES, LAWS, ORDINANCES AND GENERAL CONDITIONS

Tenant agrees to promptly comply with all laws, ordinances, orders and regulations affecting the premises and the cleanliness, safety and operation and use thereof. Tenant also agrees to comply with the recommendations of the Insure of the premises with respect to the premises.

Tenant agrees not to:

- (a) Permit any unlawful or immoral practice to be carried on or committed on the premises;
- (b) Make any use of or allow the premises to be used for any purpose that might invalidate or increase the rate of insurance thereof;
- (c) Keep or use or permit to be kept or used on said premises any inflammable fluids or explosives without the written permission of the Landlord first had and obtained;
- (d) Use the premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Center;
- (e) Deface or injure the building or premises;
- (f) Overload the floor;
- (g) Commit or suffer any waste; or
- (h) Use or dispose of any toxic chemicals, substances or materials except as in accord with local, state or federal law as now enacted or as subsequently amended on or from the premises.

Tenant further covenants and agrees to:

- (i) Keep its store continuously, fully stocked with high quality saleable merchandise;
- (j) Keep its store fully staffed with employees;
- (k) Use its best efforts to achieve a maximum sales volume in and from the premises;
- (l) Not cease operation in said premises without the express written consent of the Landlord, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authorities, or by acts of God, or conditions beyond the control of Tenant;
- (m) To conduct Tenant's business at all times in a clean, first class, high grade manner, consistent with reputable business standards and practices. If there is an association of the

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businesses (merchants association) in the Center, Tenant agrees to maintain membership in such association and to pay all reasonable annual dues and assessments required by such association, and in addition, to participate in any reasonable joint planning, promotion and advertising, which said association, may do.

Landlord may create, amend, modify, add or delete reasonable rules and regulations for the use and care of the premises, the building of which the premises are a part, the common use areas and the Center. Tenant agrees to comply and cause its employees and agents to comply with all such rules and regulations upon notice to Tenant from Landlord of such rules or upon the posting of same in such place within the Center as Landlord may designate. Failure of Tenant to cure any violations of rules and regulations by Tenant, its employees or agents, within twenty-four (24) hours after receipt of written notice, or such other time as provided in the notice, shall constitute a default under this lease.

Landlord authorizes Tenant to hold Friday night "Auto Night" under the following terms and conditions:

1. Tenant assumes all responsibility and liability for invitees'/customers' actions and hereby indemnifies Landlord against any and all claims or cause of action, of whatever kind and nature, that arises out of or is related to the Auto Night activities. Tenant further releases and waives any claims against Landlord arising out of or related to Auto Night activities.

2. Tenant agrees to take sufficient measures to ensure that invitees'/customers are adequately in control and in compliance with law and city regulations.

3. Tenant shall clean the entire parking lot of the Briarhurst Center after each Friday Auto Night, so that the lot is in clean condition on Saturday morning.

4. Tenant shall prevent auto customers from parking by open merchants during business hours of each retail Tenant.

5. Tenant agrees to pay any and all cost for repair or damage to property at the Briarhurst Center resulting from or arising out of Friday Auto Night. Upon written demand of Landlord, said cost shall be immediately due and payable. Failure to pay amounts due under this section shall be considered a default in rent and shall incur interest at 18% per annum from the date due.

For the enforcement of such rules, Landlord shall have all remedies in this lease provided for breach of the provision hereof.

## **XII. LANDLORD IMPROVEMENTS**

The Landlord reserves the right to make improvements, alterations or additions to said shopping center, at any time, provide that such improvements, alterations or additions shall not

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materially change the access to, location of area of the leased premises, and provided that such improvements, alterations or additions shall not materially vary the location of buildings from the plot plan of the Briarhurst Shopping Center which is attached hereto as **Exhibit "A"** and made a part hereof by this reference, and provided further, that Tenant shall not obstruct the view to the north by any building or signs.

### **XIII. TENANT IMPROVEMENTS**

The Tenant shall not make any improvements or alterations to the leased premises without submitting plans and specifications for such improvements or alterations to the Landlord and securing the Landlord's written consent thereto which consent will not be unreasonably withheld. The Tenant shall pay all costs of such improvements or alterations, shall provide evidence of such payment to the Landlord upon request, and shall hold the Landlord harmless from all costs, liens and damages, including attorneys' fees, arising there from.

The Tenant shall not install any sign or advertisement or fixture on any part of the exterior of the leased premises without securing the Landlord's written consent thereto, which consent shall not be unreasonably withheld. The Tenant shall, at the Tenant's expense maintain any exterior sign or other advertisement or fixture.

The Tenant may add an outdoor patio after plans and specs are provided and proper permits are obtained from the City of Lincoln. Landlord will try to accommodate four parking stalls to install this patio but cannot guarantee City approval.

### **XIV. REPAIR AND MAINTENANCE OF PREMISES**

The Tenant shall, at the Tenant's expense, maintain the structural and exterior portions of the leased premises including the drive and parking areas, including the signs or other advertisements or fixtures installed by the Tenant. Maintenance of the drive and parking area shall be to the same standard as maintenance of the common area in the balance of the shopping center. Tenant shall keep all sidewalks adjacent to the building and premises free from snow, ice, and other obstructions.

The Tenant agrees within the first six months after signing this lease to repair the northeast roof and soffit on the exterior and also the southwest sidewalk after finding the water leak and having it repaired. Tenant also agrees to repair and remodel the men's and women's restroom and also the kitchen area on the interior of the building at Tenant's expense.

### **XV. UTILITIES**

The Tenant shall, at the Tenant's expense, maintain, repair, and replace the interior portion of the leased premises, including interior/exterior doors and glass, and all fixtures and equipment appurtenant to the lease premises. Tenant shall perform all custodian work on the premises and keep the premises clean and tidy.

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The Tenant shall pay all utility charges attributable to the leased premises. No interruption of utility service by reason of causes beyond the reasonable control of the Landlord shall be deemed to neither be an eviction or a disturbance of the Tenant's use and occupancy of the leased premises nor relieve the Tenant from any of the agreements herein set forth.

Tenant shall pay for all utility services for use in or on the premises, including gas, electricity, garbage removal and domestic water. All such utilities shall be separately metered for the premises and the Tenant shall apply to the applicable utility company for service and directly pay therefore.

Landlord shall not be liable for any interruption or failure in the supply of utilities to the premises.

#### **XVI. CONDITION OF PREMISES**

Tenant takes the premises "as is" and subject to easements and restrictions of record and the special use permit upon the premises. Tenant's taking of possession of the premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Tenant agrees that no representations representing the condition of the premises and that no promises to decorate, alter, repair or improve the premises, either before or after the execution hereof, have been made by Landlord or its agents to Tenant unless the same are contained herein or made a part hereof.

If there are easements and restrictions of record which materially interfere with construction of the intended improvements upon the premises then either Landlord or Tenant can cancel this lease upon written notice. If after reasonable effort the land use regulation of the premises is not changed to allow for the intended use of the premises then this lease may be terminated by either party.

#### **XVII. LANDLORD'S DUTY TO REPAIR**

Landlord shall have no duty to repair or maintain the premises but may enter upon the premises for repair or maintenance when, in the discretion of Landlord, Tenant has failed to perform the same, provided however, that Landlord has first given Tenant notice to perform such maintenance and the Tenant has failed for the period of thirty (30) days to do so. Any cost or expense of Landlord in performing such maintenance shall be additional rent hereunder. Landlord may, and reserves the right to, reasonably change the landscape on the green areas of the premises, but such changes shall not materially interfere with Tenants use of the premises.

#### **XVIII. LANDLORD'S ACCESS TO PREMISES**

The Tenant shall not commit or permit any waste of the leased premises, nor any public or private nuisance on the leased premises, nor any use of the leased premises which is contrary to any law, governmental regulation or insurance policy affecting or covering the leased premises or which may be dangerous to persons or property.

The Landlord may enter and inspect the leased premises at any reasonable time or times.

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## XIX. INSURANCE

The Tenant shall submit to the landlord evidence of public liability insurance with limits of not less than \$2,000,000.00 general aggregate, \$1,000,000.00 each occurrence, and \$1,000,000.00 products and completed operations aggregate, and shall hold the Landlord harmless from any loss or damage which the Landlord may sustain by reason of claims or actions by any person arising from the use and occupancy of the leased premises by the Tenant.

The Tenant waives and releases any and all claims against the Landlord in respect of injuries or damage to persons or property sustained by the Tenant or any other persons, arising from any existing or future condition, from the operation or malfunction of any machinery, equipment or fixtures, or from any accident or other occurrence on or about the leased premises in said Shopping Center, unless such injuries or damage shall be caused by the affirmative acts of negligence of the Landlord.

All property of the Tenant which may be on or about the leased premises shall be at the risk and responsibility of the Tenant. The lessee waives and releases any and all claims, against the Landlord and all present and future Tenants of premises in said Shopping Center, in respect of damage to property of the Tenant or in the custody of the Tenant on or about the leased premises which damage is of a type covered by a standard policy of fire and extended coverage insurance. The Landlord Waives and releases any and all claims against the Tenant in respect of damage to the leased premises or said Shopping Center which damage is of a type covered by a standard policy of fire and extended coverage insurance. All rights of subrogation of the Landlord's and Tenant's respective fire and extended coverage carriers shall be subject hereto.

Landlord, beginning on the first day of occupancy and during the full term or until earlier termination of this lease, shall cause all improvements owned by the Landlord on the demised premises and those improvements added by the Tenant to be duly insured in an amount not less than 100% of the actual cash value thereof against perils of fire and extended coverage. Either party may, at not less than two (2) year intervals, demand a reappraisal of the actual cash value to be determined by mutual agreement, but on failure to agree, by appraisal to be made by a third party selected by the parties. If there are pressure vessels on the demised premises, now or during the term of this lease, Landlord will cause insurance to be placed to protect the property against the hazards of the operation or location of this equipment on the premises. The proceeds of any such insurance paid on account of the perils aforesaid will be used to defray the costs of repairing the damage done to said improvement. If the lease is cancelled due to the destruction of the premises as provided hereafter, such proceeds need not be devoted to such repair, restoration, or reconstruction but may be retained by the Landlord. The Tenant agrees to pay all the costs of such insurance required by this lease and section in addition to the rents herein provided to be paid by the Tenant. The policy or policies will be in the name of the Landlord and Tenant as their interests may appear, and the Landlord agrees to release the Tenant from liability for damage covered under the above-mentioned policies. The policy shall contain a provision that the Landlord and Tenant shall be notified by the insurance company of such non-renewal, material change, modification or cancellation of such insurance coverage by at least ten (10) days notice and the policy shall contain a provision waiving any subrogation right of the insurance company to recover damages against either Tenant or Landlord by reason of any sums paid by the insurance company under said insurance company under said insurance policy.

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## **XX. DAMAGE BY FIRE OR OTHER CAUSALTY**

In the event the leased premises shall be destroyed or damaged by fire or other casualty so as to render the leased premises unsuitable for occupancy, then the Tenant may, at its option, require Landlord to reconstruct the premises to the original condition prior to such damage or destruction. Should the Tenant require Landlord to reconstruct said leased premises, as provided herein, and the insurance proceeds from the policies of insurance covering said premises are not adequate to pay the cost of such reconstructions, then the additional amount shall be paid by Tenant. If the damage or destruction to the leased premises is less than 50% of the value of such premises, then Tenant shall have the right to require repair or reconstruction, regardless of the remaining unexpired portion of the lease. Notwithstanding the foregoing, if such damage or destruction exceeds 50% of the value of the leased premises, then Landlord may elect to terminate the lease.

In the event of the termination of this Lease Agreement at any time subsequent to the date of such destruction or damage in accordance with the provisions herein set forth, the rent herein reserved shall be prorated on a daily basis and be paid or rebated, as the case may be, to the date of such termination. In the event that this Lease Agreement is not terminated subsequent to such destruction or damage, the rent herein reserved shall not abate from the date of such destruction or damage to the date upon which the leased premises shall become suitable for occupancy by the Tenant, except for the period in excess of six (6) months that the premises shall be unsuitable for occupancy.

## **XXI. EMINENT DOMAIN**

In the event that all or a substantial portion of the leased premises or the common areas shall be taken or condemned by a competent authority for any public use or purpose, so as to render the leased premises unsuitable for occupancy, in the discretion of the Tenant, this Lease Agreement shall terminate on the date when possession thereof shall be required for such use or purpose, and the rent herein reserved shall be prorated to the date of such termination.

All condemnation awards and damages shall be paid to the parties as their interests may appear.

In the event that a less than substantial portion of the leased premises or the common areas shall be taken or condemned by a competent authority for any public use of purpose which materially interferes with the use or intended use of the building by the Tenant, to the extent that Tenant does not exercise its right to terminate this Lease, as provided herein, then there shall be a pro-rata reduction in the percentage rental fees upon the occurrence of such taking. In the event the parties cannot agree upon the amount of the reduction in rent, then such matter shall be submitted to arbitration.

## **XXII. SUBORDINATION**

The Tenant shall not assign this Lease Agreement, nor allow any transfer of or lien upon the Tenant's interest in the Lease Agreement by operation of law, nor sublet all or any portion of the

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leased premises, nor permit the use or occupancy of all or any portion of the leased premises by anyone other than the Tenant and the employees, agents and business invitees of the Tenant, without securing the written consent of the Landlord thereto, which consent shall not be unreasonably withheld.

Upon the written request of the Landlord, the Tenant shall execute, acknowledge and deliver any and all instruments necessary or required to subordinate this Lease Agreement and the Tenant's rights hereunder to the lien of any mortgage or other encumbrance upon said Shopping Center or any portion thereof, provided, however, that Tenant shall not be required to subordinate this lease agreement and the Tenant's rights hereunder to a lien, mortgage or other encumbrance for funds which are not used in connection with the Briarhurst Shopping Center.

The Tenant hereby irrevocably appoints the Landlord as the attorney-in-fact of the Tenant, with full power and authority to execute, acknowledge and deliver any such instruments in the name of the Tenant, in the event that the Tenant shall fail to comply with the written request of the Landlord within fifteen (15) days from and after the date of such request.

### XXIII. DEFAULT

The following are events of default:

- (a) Failure to pay any rent, additional rent, or any other sum required hereby when due;
- (b) Breach of any non-monetary obligation of Tenant under the lease;
- (c) Vacancy or abandonment of the premises;
- (d) Discontinuance of Tenant's business;
- (e) Transfer of lease by operation of law to any other person; and
- (f) Insolvency or bankruptcy of debtor (subject to the bankruptcy clause herein).

Five (5) days after notice of monetary default and fifteen (15) days after notice of non-monetary default or in the event notice of any default has been given within the previous twelve months five (5) days after monetary default and fifteen (15) days after non-monetary default, Landlord may, without further notice of default or otherwise:

- (a) Immediately accelerate all sums remaining due under the lease; and/or
- (b) Terminate such lease; and/or
- (c) Pursue any remedy at law or in equity to include suit for possession of the premises.

*the paw*

Except as provided in Article XXII, (Bankruptcy), the lease shall not be deemed terminated unless Landlord gives written notice to Tenant of election to terminate. Regardless of whether the lease has been terminated, Landlord shall have and is hereby expressly given the right to reenter said premises upon de fault with or without legal process without notice, to remove the personal property, effects, or signs of Tenant or other occupants of the premises and, if the Landlord so desires, to relet the premises or any part thereof upon such terms, and to such person or persons and for such period or periods as Landlord desires in its absolute discretion, and in case of such reletting, the Tenant shall be liable to the Landlord for the difference between the amount due under the lease and the amounts realized by the Landlord by such reletting after deduction of the rent received by the Landlord from such reletting and the expenses of recovering possession, reletting, altering and repairing the premises and collecting rent therefrom. However, Landlord shall have no duty to relet the premises.

Any sum not paid when due shall bear interest at eighteen percent (18%) per annum from the date due.

Tenant shall pay all costs of the Landlord in collecting rent, additional rent, or in enforcing the obligations of this lease, including attorney fees. Damages upon breach shall include all rent or additional rent due Landlord for the remaining term, reasonable costs of restoring, renovating or improving the premises for a substitute tenant, all at the discretion of Landlord reasonably applied, and any and all other damages allowed by law. The acceptance of a tenant by Landlord in place of Tenant shall constitute only satisfaction protanto of the obligations of Tenant.

The service of a three-day (3) notice, demand for possession, notice that the tenancy hereby created will be terminated on the date therein named, institution of an action of forcible detainer or ejectment, or the entering of a judgment for possession in such action, or any other act or acts resulting in the termination of Tenant's rights to possession of the premises shall not relieve Tenant from Tenant's obligation to pay the rent or additional rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. The Landlord may collect and receive any rent hereunder during the balance of the term or any extension thereof, except as herein expressly provided. The Landlord may collect and receive any rent due from Tenant, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord, or be held to waive, affect, change, modify or alter the rights or remedies which Landlord has in equity or at law or by virtue of this lease.

Any other act which infers recognition of the tenancy shall not operate as a waiver of Landlord's right to terminate this lease, or constitute any extension thereof, or operate as an extension of this lease, or preclude Landlord from the enforcement of any of the covenants or agreements in this lease.

#### XXIV. BANKRUPTCY OR INSOLVENCY

This lease is a commercial shopping center lease with regard to interpretation under Title 11 of the United States Code. Upon entry of an order for relief of the Tenant under any chapter of Title 11 the trustee or debtor in possession shall have sixty (60) days to assume the lease by giving Landlord notice of assumption together with cure of all defaults or adequate assurance of such cure, and adequate assurance of future performances defined herein, otherwise this lease shall be deemed rejected. If deemed rejected debtor, trustee, or debtor in possession shall peaceably quit the premises

*new  
paw*

as upon termination. Upon rejection, Landlord shall retain the right to claim in such preceding all damages occasioned by Tenant's default or lease termination to the maximum allowed by the Bankruptcy Code.

Adequate assurance of future performance shall be:

- (1) Maintaining on deposit with Landlord an amount equivalent to three (3) months base rent plus one-half the estimated additional rent for the current lease year as security for the timely payment of the obligations of the lease;
- (2) Payment monthly of the base rent plus the estimated monthly additional rent; and
- (3) Performance of any nonmonetary obligation of Tenant as if Tenant had not become subject to relief under Title 11 of the U.S. Code.

Debtor, trustee, or debtor in possession may not assign this lease unless Landlord is adequately assured that the assignee is capable of performing each and every term of this lease; that the assignee's intended use does not conflict with the use of any other lease within the Center; that the assignee's intended use complements the other tenants of the Center in the absolute discretion of Landlord; and, that the assignee agrees to be bound by each and every term of this lease.

Notwithstanding the foregoing, the Landlord's right to be compensated for damages in the bankruptcy proceeding shall remain.

## XXV. SURRENDER OF PREMISES

Upon termination of this Lease Agreement, by completion of the term, the Tenant shall

- (a) Deliver possession of the lease premises to the Landlord in as good condition as at the commencement of the term hereof, ordinary wear and casualty damage accepted.
- (b) Leave undisturbed on the leased premises all improvements and non trade fixtures.
- (c) Remove from the leased premises all fixtures owned by Tenant and other personal property of the Tenant, provided that the Tenant shall, at the Tenant's expense, repair any damage to the leased premises arising from the removal of such trade fixtures or personal property.
- (d) Pay to the Landlord monthly rent, computed on the basis of the rent herein reserved, for each month or portion thereof that the Tenant retains possession of the leased premises or any portion thereof after the termination of this Lease Agreement and pay to the Landlord any damages the Landlord may sustain by reason of such retention. The acceptance by the Landlord of such monthly rent after the termination of this Lease Agreement shall not be construed to be a renewal of this Lease Agreement or to prejudice any rights of the Landlord hereunder.

*Handwritten initials:* AW  
paw

## XXVI. SUCCESSORS AND ASSIGNS

No waiver by the Landlord of a default by the Tenant shall be implied, and no express waiver shall be extended beyond the default and period specified. No term or condition of this Lease Agreement shall be construed to have been waived by the Landlord, unless the Tenant shall have secured such waiver from the Landlord in writing. The invalidity or unenforceability of any term or condition of this Lease Agreement shall not be construed to prejudice the enforceability of any other term or condition hereof. The word Tenant shall be construed as plural in all cases where more than one person shall have executed this Lease Agreement as Tenant and the obligations of each of such persons for the performance of the terms and conditions hereof shall be joint and several. This Lease Agreement shall not be amended or modified, except by a written instrument executed by both the Landlord and the Tenant. This Lease Agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Landlord and the Tenant.

## XXVII. ARBITRATION

In the event any matter or dispute hereunder is submitted to arbitration, then the arbitration procedure shall be as follows:

Each party shall appoint a representative, and the two representatives shall appoint a third person for the purpose of resolving said dispute. The parties mutually agree that they shall be bound by the three representatives with reference to any dispute arising hereunder.

## XXVIII. NOTIFICATION

Landlord shall not permit any bar and grill style restaurant to be operated at the Briarhurst Shopping Center, other than the restaurant to be operated by Tenant, without first obtaining the written consent of Tenant, which consent will not be withheld unreasonably.

## XXIX. UNPERFORMED COVENANTS OF TENANT

In the event Tenant shall fail to comply with and perform any of the covenants, conditions or agreements herein contained on the Tenant's part to be performed, Landlord shall have the right (but not be obligated) to perform any such covenants, conditions or agreements, and the Tenant agrees to pay to the Landlord on demand, as additional rent hereunder, a sum equal to the amount expended by the Landlord in the performance of such covenants, conditions or agreements. In the event Landlord shall perform any such covenants conditions or agreements, Tenant agrees that the Landlord, its agents or employees, may enter the premises and that such entry and such performance shall not constitute an eviction of Tenant, in whole or in part, nor relieve Tenant from the continued performance of all covenants, conditions and agreements of this lease, and further agrees that Landlord shall not be liable for any claims for loss or damage to Tenant or anyone claiming through or under Tenant.

*Handwritten signature: H.W. Pau*

### XXX. WAIVER - NONE

The failure of the Landlord to insist upon a strict performance of any of the covenants or conditions of this lease or to exercise any right or option herein confirmed in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by the Landlord which Land lord is not obligated to do hereunder shall not be deemed to impose any obligation upon the Landlord to do any such act or thing in the future or in any way change or alter any of the provisions of this lease.

The acceptance of rent or additional rent upon default or while a default is ongoing or any other accommodation shall not be deemed a waiver unless set forth in writing and signed by the waiving party.

Landlord warrants and represents that Landlord has good title to the premises, has the right to make and grant the Lease and all renewals, and that the Tenant's contemplated uses of the premises as set forth in Section VII do not violate, in any manner, any of the exclusive use rights granted by Landlord to other tenants in the Center.

Otherwise, Tenant takes the premises "as is" and subject to easements and restrictions of record and the special use permit upon the premises. Tenant's taking possession of the premises shall be conclusive evidence of Tenant's acceptance thereof in good order, satisfactory condition and with the Landlord's improvements required hereby. Tenant agrees that no representations representing the condition of the premises and that no promises to decorate, alter, repair or improve the premises, either before or after the execution hereof, have been made by Landlord or its agents to Tenant except as will be set forth in plans and specifications for the building to be constructed on the premises.

### XXXI. INDEMNIFICATION

Tenant agrees at all times to comply, fully and in a timely manner, and to cause all employees, agents, contractors, and subcontractors of Tenant and any other person occupying or present on the premises to comply with all applicable federal, state, and local laws, regulations, guidelines, codes, and other legal requirements relating to the generation, use, handling, storage, treatment, transport, and disposal of any fuels, petroleum products, regulated materials or hazardous materials placed upon premises during the term of the Lease or hereafter located or present on the premises. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorney fees and expenses), arising directly or indirectly, in whole or in part, out of any failure of Tenant, its employees, agents, contractors, subcontractors, or other such persons to comply with any of such laws, regulations, guidelines, codes, ordinances, or other legal requirements. Tenant agrees to promptly clean up or abate any spill on, or contamination of, the premises or any other premises arising from the business operations on the premise.

Tenant hereby agrees to defend, pay, indemnify and save free and harmless Landlord and/or any fee owner or agent underlying lessors of the demised premises from and against any and all

*Handwritten signature/initials*  
paw



claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by, or in favor of, anyone whomsoever and from and against any and all costs and expenses, including reasonable attorney fees, resulting from, or in connection with, losses of life, bodily or personal injury, or property damage arising directly or indirectly out of, from, or on account of any occurrence in, upon, at, or from the demised premises or occasioned wholly, or in part, through the use and occupancy of the demised premises or any improvements therein or appurtenances thereto or by any act or omission or negligence of Tenant or any subtenant, concessionaires or licensee of Tenant or the respective employees, agents or contractors in, upon, at, or from the demised premises or its appurtenances except nothing herein mentioned shall excuse or exculpate Landlord or its employees, agents or contractors from its or their insured negligence or willful acts; and in such cases, the indemnification and hold harmless provided herein shall not apply.

#### **XXXII. REMEDIES**

All rights and remedies of Landlord herein created or otherwise existing at law are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforce concurrently and whenever and as often as Landlord shall deem desirable.

#### **XXXIII. NOTICES**

All notices to be given pursuant to this lease shall be addressed to Landlord:

HOPPE HALL, INC.  
P.O. Box 6035  
Lincoln, NE 68516

Or

HOPPE HALL, INC.  
5631 South 48th Street, Suite 290  
Lincoln, NE 68516

Notice to Tenant shall be deemed to have been fully given if hand delivered to Tenant's premises in the Center and left with Tenant or an employee of Tenant or when placed in the regular United States Mail, postage prepaid, addressed as aforesaid. Tenants address: 5551 South 48th Street, Lincoln, NE 68516

#### **XXXIV. HOLDING OVER**

Any holding over after the expiration of the term with the consent of Landlord shall be construed to be a tenancy from month to month at monthly rent and additional rent equal to one and one half times the rent and additional rent for the last month of the term and otherwise under all terms and conditions of this lease.

#### **XXXV. TRADE FIXTURES**

Tenant agrees, at Tenant's expense, to install any such trade fixtures as are necessary for Tenant's operation and such fixtures shall remain the property of the tenant.

#### **XXXXVI. MEMORANDUM OF LEASE**

Upon request of the Landlord or Tenant, the parties shall execute a Memorandum of Lease in recordable form.

*HWJ  
paw*

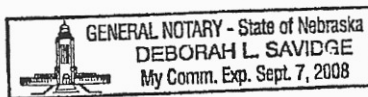
IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease Agreement on this 18 day of Jan, 2008.

HOPPE HALL, INC., Landlord

By [Signature]  
It's President

STATE OF NEBRASKA     )  
                                      ) ss.  
LANCASTER COUNTY     )

The foregoing instrument was acknowledged before me on the 18 day of January, 2008, by Ward F. Hoppe, President of Hoppe Hall, Inc, a Nebraska Corporation.



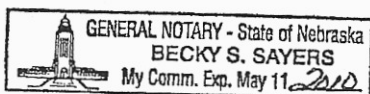
[Signature]  
Notary Public

THE GARAGE SPORTS BAR AND GRILL, INC.,  
Tenant

By [Signature]  
It's President

STATE OF NEBRASKA     )  
                                      ) ss.  
LANCASTER COUNTY     )

The foregoing instrument was acknowledged before me on the 18 day of January, 2008, by Patricia A. Westphal, President, of The Garage Sports Bar and Grill, Inc., a Nebraska Corporation.



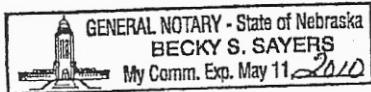
[Signature]  
Notary Public

THE GARAGE SPORTS BAR AND GRILL, INC.,  
Tenant

By Heinz O. Westphal  
Heinz O. Westphal, Secretary

STATE OF NEBRASKA     )  
                                  ) ss.  
LANCASTER COUNTY     )

The foregoing instrument was acknowledged before me on the 18 day of January, 2008, by Heinz O. Westphal, Secretary, of The Garage Sports Bar and Grill, Inc., a Nebraska Corporation



Becky S. Sayers  
Notary Public

**GUARANTY OF LEASE**

We hereby request Hoppe-Hall, Inc. (hereinafter "Landlord") to lease to The Garage Sports Bar and Grill, Inc., a Nebraska Corporation, Tenant, the space known as 5551 South 48<sup>th</sup> St., Briarhurst Center, Lincoln, Nebraska 68516 and in consideration of such lease, the undersigned, Patricia A. Westphal and Heinz O. Westphal, hereby unconditionally guarantee to Hoppe Hall, Inc. and its sole owner Hoppe, Inc. prompt payment and performance when due, of each and all monetary and non-monetary obligations under said lease and any renewal or renewals thereof, together with any other indebtedness (now existing or hereafter incurred) of said Landlord to said Tenant.

In the event of default of the Tenant or to make any payment to or perform any obligation for the Landlord when due, we agree, without the Landlord having to proceed against the Tenant, to pay or perform on demand all sums or obligations due, and to become due, to the Landlord from the Tenant and all losses, costs, attorney's fees, or expenses which the Landlord may suffer by reason of Tenant's default.

We hereby waive notice of the acceptance of this guaranty and of the giving of credit or benefit under the lease from time to time; and consent to any number of extensions or renewals of any lease or any note, indebtedness or liability for any periods without notice to me, and waive notice of nonpayment of the same and any renewals thereof.

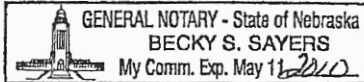
*AW  
paw*

This guaranty shall continue indefinitely and nothing shall affect my liability so long as the Tenant remains a Tenant of the Landlord or a default of any kind on any obligation of Tenant to Landlord continues. This guaranty shall not be affected by the death or disability of any co-guarantor or of any accommodation given to Tenant or a co-guarantor. The execution and delivery of this guaranty is not conditioned or contingent upon the signature of any other or subsequent guarantor. If this guaranty is signed by more than one person the liability hereunder is joint and several.

1/18/2008, 2008.  
Patricia A. Westphal  
Patricia A. Westphal, Individually  
Heinz O. Westphal  
Heinz O. Westphal, Individually

STATE OF NEBRASKA )  
                                  ) ss.  
LANCASTER COUNTY )

The foregoing instrument was acknowledged before me on the 18 day of January, 2008, by Patricia A. Westphal and Heinz O. Westphal.

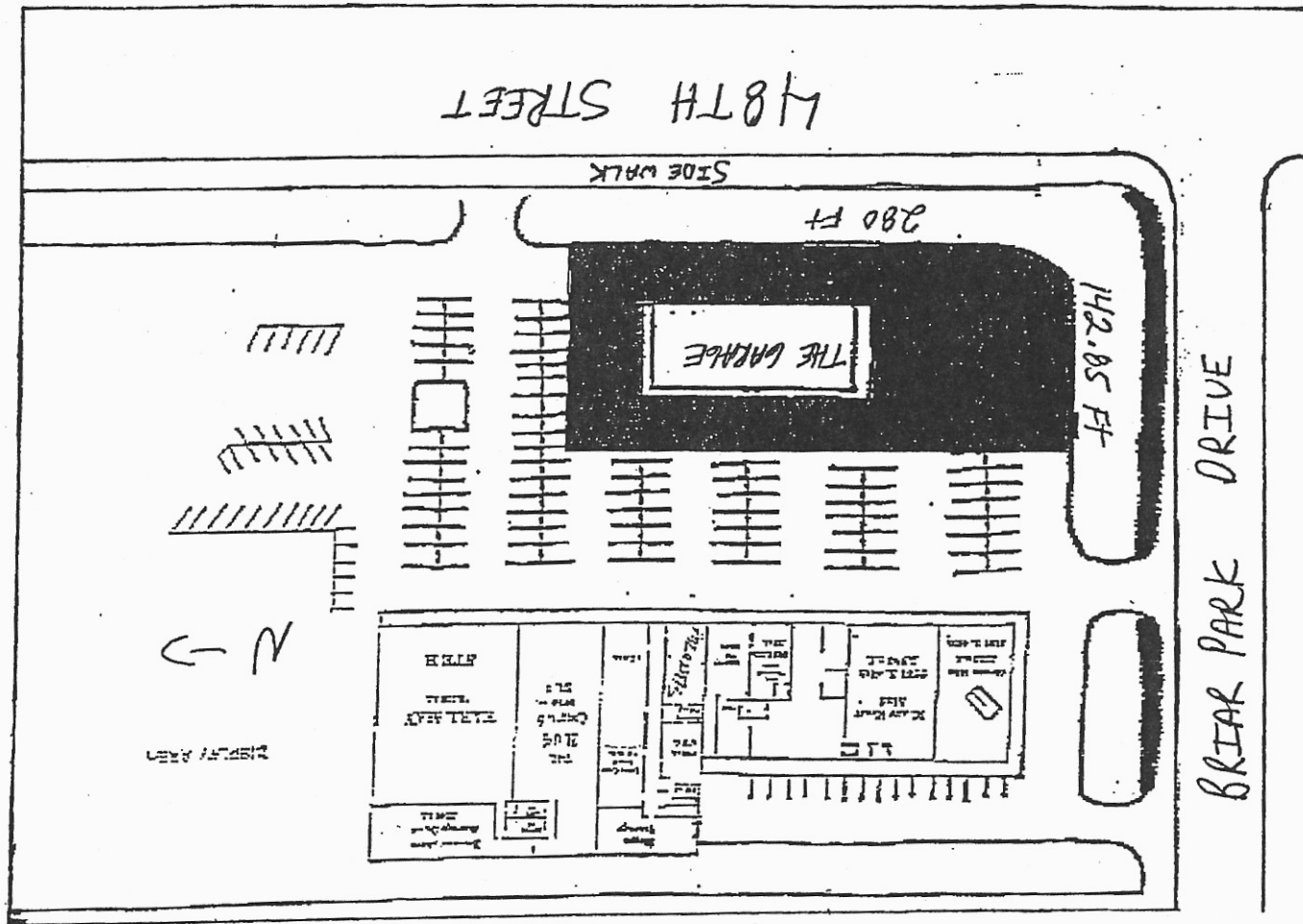


Becky S. Sayers  
Notary Public

Saved as: BH LEASE - 1 Penalty Box Westphal January 2008.doc

HW  
paw

# EXHIBIT "A"

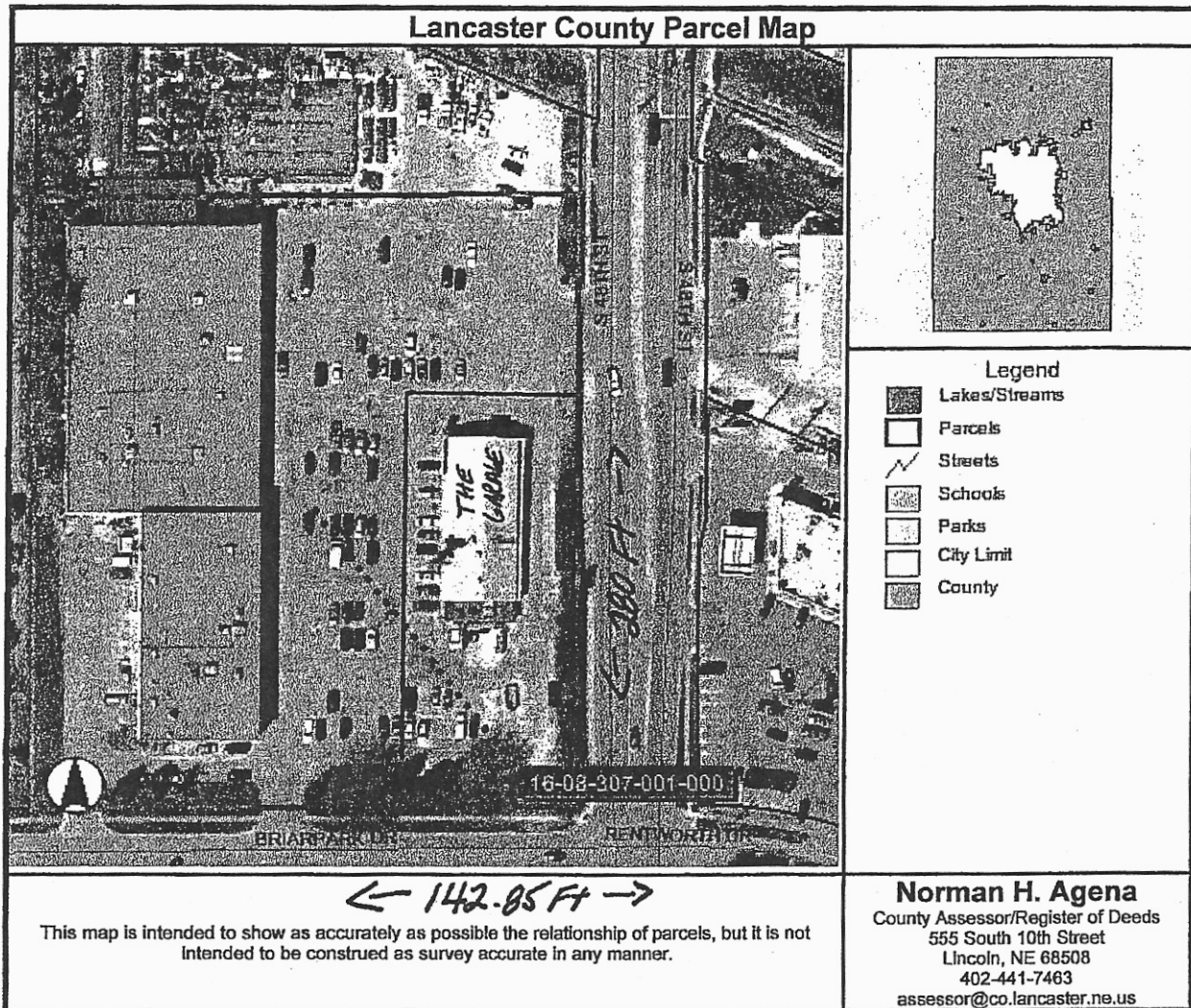


Handwritten note: "The garage" with an arrow pointing to the building.

48TH STREET



EXHIBIT "A"



*File  
paw*

## Briarhurst & Briarpark Parking Calculations

1-17-08

### BRIARHURST:

- Building SF = 51,600
- Deduct Restaurant (Sushi Bar) = -3,350
- Deduct Commons Area = -1,220

Total Retail/Commercial = 47,030 SF

1 Stall / 300 SF @ 47,030 SF = 157 Stalls Required

- Restaurant Parking

Sushi Bar (3,350 SF) + Penalty Box (4,752 SF) = 8,102 SF

1 Stall / 100 SF @ 8,102 SF = 82 Stalls Required

157 Retail/Commercial Stalls + 82 Restaurant stalls = 239 Stalls Required

Existing Stalls Shown on Plan = 207

Cross Street Parking Agreement = +21

Total Existing Parking = 228      239 - 228 = 11 Stalls Short

### BRIARPARK:

- Building SF (all Retail/Comm.) = 40,000  
(36,000 + 4,000)

1 Stall / 300 SF @ 40,000 SF = 134 Stalls Required

Existing Stalls = 177

177 - 21 (cross street parking above) = 156 Stalls

156 - 11 (stalls needed from above) = 145 Existing Stalls

145 Existing Stalls - 134 Required = 11 Stalls in Surplus

Available Offsite Parking = 11 Stalls

RECEIVED

JAN 22 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

*AKJ/paw*

RECEIVED

JAN 22 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

UNITED STATES OF AMERICA  
PASSPORT  
075063189

NAME: NEINZ, O  
Nationality: NEINZ, O  
Place of birth: [REDACTED]  
Sex: M  
Date of issue: 14 OCT/00  
Date of expiration: 13 OCT/08  
Authority: SEATTLE PASSPORT AGENCY  
24  
SEE PAGE 2

UNITED STATES OF AMERICA  
PASSPORT  
075063189

NOT VALID UNTIL SIGNED

SIGNATURE OF BEARER/SIGNATURE BY ATTACHE  
*[Signature]*

Le Secrétaire d'Etat  
des Etats-Unis d'Amérique  
par les présentes toutes autorités compétentes de laisser passer  
le citoyen ou ressortissant des Etats-Unis titulaire du présent passeport  
sans délai ni difficulté et, en cas de besoin, de lui accorder  
toute aide et protection légitimes.

The Secretary of State  
of the United States of America  
hereby requests all whom it may concern to permit the citizen  
named of the United States named herein to pass  
without delay or hindrance and in case of need to  
give all lawful aid and protection.



RECEIVED

JAN 2 2 2003

Le Secrétaire d'Etat des Etats-Unis d'Amérique

Je soussigné, les présentes, autorités compétentes de laisser passer le citoyen NEEPA SAKA LIQUOR

sortissant des Etats-Unis titulaire du présent passeport, sans visa, au CONTROL

difficile et, en cas de besoin, de lui accorder toute aide et protection légitimes.

COMMISSION

El Secretario de Estado de los Estados Unidos de América por el presente solicita a las autoridades competentes permitir el paso del ciudadano o nacional de los Estados Unidos aquí nombrado, sin demora ni dificultades, y en caso de necesidad, prestarle toda la ayuda y protección lícitas.

Patricia A Westphal

SIGNATURE OF BEARER SIGNATURE DE TITULARE FIRMA DEL TITULARE

NOT VALID UNTIL SIGNED

PASSPORT  
PASSEPORT  
PASAPORTE

# UNITED STATES OF AMERICA

Type / Typen Tipo Code / Code Código Passport No. / No. du passeport / No. do Passaporte  
P USA 977280301

Surname / Nom / Apellido  
**WESTPHAL**

1-800-448-6888 / Prórrogas / Nombrar  
**PATRICIA ANN**

Nationality / Nationalité / Nacionalidad  
UNITED STATES OF AMERICA

Nome completo: \_\_\_\_\_ Data de nascimento: \_\_\_\_\_

Age of birth:  Ann. de naissance:  Age at death:

**F NEBRASKA, U.S.A.**

Date of issue / Data de delivrança / Fecha de expedición  
31 Jul 2004

Authority / Autorité / Autoridad  
Seattle

Date of expiration / Data de expiração / Fecha de caducidad  
30 Jul 2014

## Passport Agency

Amendments / Modifications / Enendas  
See Page 24

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STATE OF

NEBRASKA

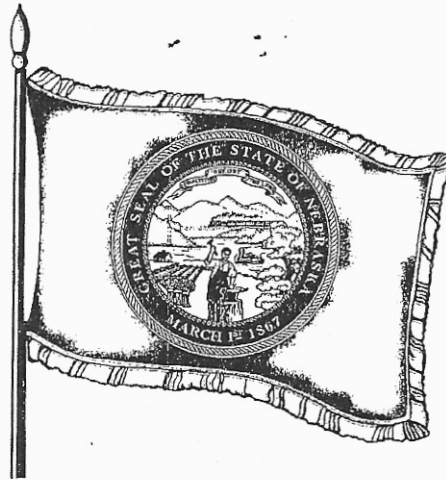
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JAN 22 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

Department of State  
Lincoln, Nebraska

United States of America,  
State of Nebraska } ss.



I, John A. Gale, Secretary of State of Nebraska do hereby certify;

the attached is a true and correct copy of Articles of Incorporation of

**GARAGE SPORTS BAR AND GRILL, INCORPORATED**

with its registered office located in **LINCOLN, Nebraska**, as filed in  
this office on January 17, 2008.

In Testimony Whereof,

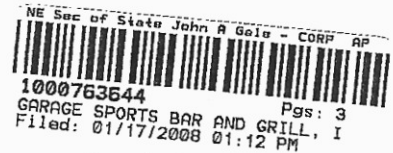
I have hereunto set my hand and  
affixed the Great Seal of the State of  
Nebraska on January 17, 2008.

*John A. Gale*  
SECRETARY OF STATE



This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's  
financial condition or business activities and practices.





**Articles of Incorporation  
Of  
Garage Sports Bar and Grill, Incorporated**

**THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of General Corporation Law of the State of Nebraska, hereby certifies as follows:**

**ARTICLE I  
CORPORATE NAME**

The name of the Corporation is **Garage Sports Bar and Grill, Incorporated.**

**ARTICLE II  
INITIAL OFFICE AND AGENT**

The address of this Corporation's initial registered office and the name of its original registered agent at such address is:

Address of Corporation  
**Garage Sports Bar and Grill, Inc**  
**2019 "P" Street**  
**Lincoln, NE 68503**

Registered Agent and Address  
**Patricia Westphal**  
**8830 Oakmont Dr**  
**Lincoln, NE 68526**

I hereby acknowledge and accept appointment as corporation registered agent:

*Patricia A Westphal*  
Signature      1-17-08

**ARTICLE III  
PURPOSES**

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Laws of the State of Nebraska.

**ARTICLE IV**

## **DURATION**

The duration of this corporation is "perpetual".

## **ARTICLE V STOCK**

The aggregate number of shares which this Corporation shall have authority to issue is 1,000 shares of \$1.00 per value stock which shall be of one class only which shall be common voting stock.

## **ARTICLE VI CORPORATION BY-LAWS**

The Board of Directors is authorized and empowered to make, alter, amend, and rescind the By-Laws of the corporation, but By-Laws made by the Board may be altered or repealed and new By-Laws made, by the stockholders.

## **ARTICLE VII LIABILITY OF DIRECTORS**

Pursuant to the general corporation Laws of the State of Nebraska any and all directors of this Corporation shall not be liable to the Corporation, its shareholders, or any third party for breach of duty of care; such potential liability is hereby eliminated.

## **ARTICLE VIII BOARD OF DIRECTORS**

The name and address of each person serving as a member of the initial Board of Directors are:

Patricia Westphal, 8830 Oakmont Dr, Lincoln, NE 68526

Heinz Westphal, 8830 Oakmont Dr, Lincoln, NE 68526

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE IX  
INCORPORATORS**

- 9.1 The name(s) and address(es) of the Incorporator(s) are:  
Patricia Westphal, 8830 Oakmont Dr, Lincoln, NE 68526  
Heinz Westphal, 8830 Oakmont Dr, Lincoln, NE 68526

IN WITNESS WHEREOF, the incorporator(s) has hereunto set his hand this 16  
day of January, 2008.

That they are all incorporators herein; that they have read the above and foregoing  
Articles of Incorporation; know the contents thereof and that the same is true to the best  
of their knowledge and belief, excepting as to matters herein alleged upon information  
and belief and as to those matters they believe to be true.

**INCORPORATORS:**

<u>Patricia Westphal</u>	_____
Signature	Signature
<u>Heinz Westphal</u>	_____
Signature	Signature

STATE OF )

:§

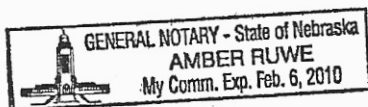
COUNTY OF )

On the 17<sup>th</sup> day of January, 2008 personally appeared  
before me Heinz and Patricia Westphal the signer of the within instrument, who duly  
acknowledged to me he executed the same.

Amber Ruwe  
Notary Public

Union Bank and Trust  
Residing at:

Feb. 6, 2010  
My commission expires:



liq

morgon	7	120
crown	4	100
fidich	1	50
jack	7	150
bacardi	2	30
vodka	6	50
tequila	2	20
scotch	3	45
rum	2	15
gin	3	30
3 sec	6	90
jager	5	150
gold scl	2	60
rumple	1	25
seg 7	1	17
vo	1	20
windsor	2	30
melon	2	30
blue cur	4	60
peach	2	25
rootbeer	1	15
chamboard	1	30
congac	1	40
brandy	1	30
smirn van	1	15
ras	2	30
straw	2	30
citrus	1	15
lime	1	15
blueberry	1	15
reg	1	15
blk cherry	1	15
total		1382

liq total 2734

stoli	1	30
st van	1	30
st ras	1	30
absol	2	40
tanquery	2	50
patron	1	50
don res	1	50
jon red	1	20
dewars	1	30
chivas	1	20
wild turk	2	45
kessler	1	20
drambuie	1	40
irish crm	4	140
bushmills	1	40
sambuka	2	70
blue uv	4	80
red uv	1	30
grape	1	30
pink	1	30
3 oliv grape	1	30
vermouth	2	40
cab. Wine 1cs		45
wt zin	1	45
chard	1	45
ab citr	1	20
grey goose	1	30
bourbon	6	72
bloody	6	20
lime	6	30
grenadine	6	30
capt prvt r	1	40
bombay	1	30
total		1352

# RECEIVED

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NEBRASKA LIQUOR  
CONTROL COMMISSION

beer		btlr cooler	
kegs			
bud lt 6	450	bud lt	250
bud	150	mill lt	250
busch lt	65	bud lt	50
312	110	mich ul	50
boul	130	mich lt	50
guiness	130	busch lt	50
fat tire	65	mil gd	50
miller lt	300	mil high	50
pbr	100	chilada	75
mich lt	125	carona	150
mich amber	50	hein	100
	150	pacifico	50
		modelo	50
total	1825	select	50
		misc	200
front cooler		total	1475
20 cases	600		
total	600	beer total	3900